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13 UNITED STATES DISTRICT COURT

14 FOR THE NORTHERN DISTRICT OF CALIFORNIA

16 ADVENTURE MEXICAN INSURANCE
SERVICES, INC., a California corporation,

Case No.: C08-00840CW

18 Plaintiff,

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

19 vs.
20 INTERNATIONAL INSURANCE GROUP,
INC., an Arizona corporation, DBA MEXICO
21 & RV INSURANCE SERVICES

**JOINT REPORT PURSUANT TO
FED. R. CIV. P. 26(f)**

22 Defendant.

[PROPOSED] ORDER

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1 **JOINT CASE MANAGEMENT CONFERENCE STATEMENT**

2 Counsel for plaintiff Adventure Mexican Insurance Services, Inc. (AMIS), and defendant
 3 International Insurance Group, Inc. DBA Mexico & RV Insurance Services (IIG) have conferred
 4 and submit this joint case management conference statement.

5 **1. Subject matter jurisdiction.**

6 Subject matter jurisdiction is conferred under the national patent laws. 28 U.S.C. § 1331 &
 7 1338(a). There are no issues regarding personal jurisdiction or venue.

8 **2. Factual and legal bases for claims.**

9 AMIS' invalidity and non-infringement allegations are based on its belief that the claims of
 10 the patent in suit are not valid, and even if they were, AMIS does not infringe them.

11 IIG has counterclaimed for infringement. IIG contends that AMIS has willfully infringed
 12 the U.S. Patent 7,240,017 and that the patent is valid.

13 **3. Factual and legal issues genuinely in dispute.**

14 At this point, the parties believe that validity and infringement of the patent in question are
 15 the two primary factual and legal issues in dispute.

16 **4. Issues that may be narrowed by agreement or motion.**

17 At this time, none anticipated.

18 **5. Motions anticipated by the parties.**

19 The parties anticipate filing one or more motions for summary judgment or partial
 20 summary judgment. The parties jointly propose that such motions be heard no later than 45 days
 21 before trial.

22 **6. Relief sought by the parties.**

23 AMIS is seeking declaratory relief of invalidity and non-infringement. IIG is seeking
 24 a holding of infringement by AMIS and that AMIS has not proven the patent invalid. IIG seeks a
 25 permanent injunction, monetary damages trebled because of AMIS' willful infringement, and an
 26 award of attorney fees under 35 U.S.C. § 285.

27 **7. Discovery issues pursuant to Rule 26(f).**

28 *See Rule 26(f) Report below.*

1 **8. Reference to binding arbitration, Special Master, Magistrate Judge, JPML.**

2 At this point, the parties do not believe reference to binding arbitration, Special Master,
3 Magistrate Judge or JPML is appropriate. The parties have agreed to mediation pursuant to Civil
4 L. R. 16-8 and ADR Local Rule 6, and an order was entered on April 29, 2008 referring the case to
5 mediation to be completed within 45 days.

6 **9. Trial logistics.**

7 The parties have demanded trial by jury. The parties estimate five to eight court days for
8 trial. At this point, it does not appear desirable or feasible to bifurcate issues for trial.

9 **10. Related cases.**

10 There are no related cases.

11 **11. Class action status.**

12 This action is not a class action.

13 **12. Earliest reasonable dates for discovery cutoff, pretrial conference and trial.**

14 *See Rule 26(f) Report below.*

15 **13. Settlement and ADR.**

16 The parties have discussed settlement pre-litigation, and have agreed to court appointed
17 mediation pursuant to ADR Local Rule 6 which was ordered on April 29, 2008.

18 **14. Consent to Magistrate Judge for all purposes.**

19 The parties do not consent to have a magistrate judge conduct all further proceedings.

20 **15. Scheduling.**

21 *See Rule 26(f) report below.*

22 **16. Disclosure of Non-Party Interested Entities or Persons.**

23 a) Plaintiff; Adventure Mexican Insurance Services, Inc. has filed the certification
24 required by Civil Local Rule 3-16. There are no entities known to Plaintiff that have either a (i)
25 financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any
26 other kind of interest that could be substantially affected by the outcome of the proceeding.

27 b) Defendant.

1 International Insurance Group, Inc. has filed the certification required by Civil Local Rule
 2 3-16. There are no entities known to Defendant that have either a (i) financial interest in the
 3 subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that
 4 could be substantially affected by the outcome of the proceeding.

5 **JOINT RULE 26(f) REPORT**

6 Counsel for plaintiff Adventure Mexican Insurance, Inc. and defendant International
 7 Insurance Group, Inc. DBA Mexico & RV Insurance Services have conferred and submit this joint
 8 report regarding the matters set forth in Rule 26(f) of the Federal Rules of Civil Procedure, Local
 9 Rule 26-1 and the Court's Initial Standing Order.

10 **I. PRE-DISCOVERY DISCLOSURES**

11 The parties held their initial Rule 26(f) conference on April 17, 2008 and will make their
 12 initial disclosures pursuant to Rule 26(a)(1) by June 3, 2008, assuming a Protective Order has been
 13 entered by that time (if not, they will make their initial disclosures immediately upon the entry of
 14 such an Order). The parties agree that initial disclosures and all pleadings which are not e-filed
 15 may be served by email and regular mail.

16 **II. DISCOVERY PLAN**

17 The parties propose to the Court the following discovery plan:

18 **A. Subjects of Discovery**

19 The parties agree that discovery may be taken on any subjects permitted by the Federal
 20 Rules of Civil Procedure.

21 **B. Protective Order**

22 The parties are in the process of negotiating a proposed Protective Order, and will be
 23 presenting such an order to the Court in the near future.

24 **C. Discovery Limitations and Procedures**

25 Except as set forth below, the parties do not propose any modification of the limitations set
 26 forth in the Federal Rules of Civil Procedure and the Local Rules for the Northern District of
 27 California.

1 **1. Depositions**

2 **a. Number**

3 The parties do not propose any changes to the limits in Rule 30(a), with the exception that
 4 the parties would like to clarify that (1) the limitations of 10 depositions will apply per side, (2)
 5 the limit of 10 depositions per side will include non-party witnesses, (3) the limit of 10 depositions
 6 per side will not include experts, and (4) under exceptional circumstances, one or more of the
 7 parties may petition the court for additional depositions.

8 **b. Location and Service**

9 The parties agree that depositions should be taken in locations as per the Federal Rules of
 10 Civil Procedure. The parties agree that service of deposition subpoenas on party experts shall be
 11 done through counsel for the parties, and not directly. Expert fees are to be paid by the party
 12 taking the deposition.

13 **c. Exhibits**

14 The parties agree to consecutive numbering of deposition exhibits by each side. The
 15 parties agree to avoid duplicative exhibits where possible.

16 **d. Length**

17 The parties do not propose any changes to the limits in Rule 30.

18 **2. Document Collection, Copying and Production**

19 **a. Electronic Documents and E-mail**

20 At this time, the parties have agreed to exchange electronic documents in hard copy rather
 21 than native form. The parties reserve the right to re-visit this issue if, in the view of one or both of
 22 the parties, it appears that receiving one or more documents in their native form is material to the
 23 litigation.

24 **b. Apportionment of Document Collection and Production Expenses**

25 The parties agree that each party will pay for its own document collection, copying and
 26 production costs, so long there is rough parity in the quantity of material produced. In the event
 27 that there is a large disparity in the quantity of material produced by either side, reimbursement
 28 will be arranged so that each party's costs of production remain roughly equal.

c. Post-Filing Attorney-Client Communications

The parties agree that attorney-client communications with litigation counsel of record or other counsel consulted by the parties in connection with this action that are created after the filing of the complaint in this action need not be included in a privilege log.

3. Interrogatories

a. Number

The parties make no changes to the limits permitted by the Federal Rules of Civil Procedure.

b. Numbering

Sequential.

D. Supplementation of Disclosures and Discovery

a. Duties

Rule 26(e) applies for responsive documents or information that is located after the initial response. A party shall automatically supplement its answer to written discovery (interrogatories, request for admission or its production of documents) at any time when responsive information or documents are subsequently discovered to have existed at the time of the initial response and to have been inadvertently omitted or to have been mistakenly stated if the additional corrective information has not otherwise been made known to the opposing party during the discovery process or in writing.

b. Method and schedule for supplementation

Supplementation at “appropriate intervals” under Rule 26(e) applies to documents or information that was created after the date of a discovery response and which are/is responsive to a previous written discovery request under Fed. Rule Civ. Proc. 30, 33 or 34. Such “appropriate intervals” for supplementation under Rule 26(e) shall occur only as follows: a party may request that another party supplement its answers to written discovery one time before the claim construction hearing in this case. To obtain such pre-claim construction hearing supplementation, a propounding party shall serve a written request that another party supplement its responses to written discovery. If served with such a request, the responding party shall, within thirty (30) days

1 after the request, supplement its previous responses to any previous Rule 30, 33 or 34 requests by
 2 providing any information and by producing any responsive documents that have come into
 3 existence between the date of the original response and the date of the request for
 4 supplementation.

5 A party may make a second request that another party supplement its responses to previous
 6 Rule 30, 33 and 34 requests after the claims construction hearing and before trial, so long as the
 7 date for supplementary production of the documents and supplementary answers to written
 8 discovery is served no later than thirty (30) days before the date set for exchange of expert witness
 9 reports (this is to ensure that the experts on both sides have time to consider such documents in
 10 their reports). The procedure shall be as described above for pre-claim construction hearing
 11 supplementation.

12 **E. Discovery and Pre-Trial Schedule**

13 The parties propose the following dates for non-expert and expert disclosures and
 14 discovery, as well as pre-trial events:

16	June 3, 2008	<ul style="list-style-type: none">• Initial Disclosures
17	June 3, 2008	<ul style="list-style-type: none">• File Joint Rule 26(f) Report• File Case Management Statement per Standing Order on Contents of C.M.S.O.
19	June 10, 2008 – 2:00 p.m.	<ul style="list-style-type: none">• INITIAL CASE MANAGEMENT CONFERENCE
21	June 20, 2008 (Case Management Conference + 10 days)	<ul style="list-style-type: none">• Party Claiming Infringement:<ul style="list-style-type: none">○ Disclosure of Asserted Claims and Preliminary Infringement Contentions – PLR 3-1○ Disclosure of Documents – PLR 3-2
25	July 25, 2008 (Case Management Conference + 45 days)	<ul style="list-style-type: none">• Party Opposing Infringement Claim:<ul style="list-style-type: none">○ Preliminary Invalidity Contentions – PLR 3-3○ Documents re Accused System and Prior Art – PLR 3-4
28	August 4, 2008	<ul style="list-style-type: none">• Exchange List of Claim Terms to be

1	(Prelim. Invalidity Contentions + 10 days)	Construed – PLR 4-1(a)
2	August 14, 2008 (Prelim. Invalidity Contentions + 20 days)	<ul style="list-style-type: none"> • Exchange Preliminary Claim Construction – PLR 4-2(a) • Exchange Extrinsic Evidence – PLR 4-2(b)
3	September 23, 2008 (Prelim. Invalidity Contentions + 60 days)	<ul style="list-style-type: none"> • Joint Claim Construction & Prehearing Statement – PLR 4-3
4	October 3, 2008	<ul style="list-style-type: none"> • Deadline to add parties and amend pleadings
5	October 23, 2008 (Joint Claim Construction & Prehearing Statement + 30 days)	<ul style="list-style-type: none"> • Complete Claim Construction Discovery – PLR 4-4
6	November 7, 2008 (Joint Claim Construction & Prehearing Statement + 45 days)	<ul style="list-style-type: none"> • Party Claiming Infringement: Claim Construction Brief – PLR 4-5(a)
7	November 21, 2008 (Claim Construction Brief + 14 days)	<ul style="list-style-type: none"> • Responsive brief and supporting evidence – PLR 4-5(b)
8	November 28, 2008 (Responsive Brief + 7 days)	<ul style="list-style-type: none"> • Reply Brief – PLR 4-5(c)
9	December 12, 2008 (Reply Brief + 14 days)	<ul style="list-style-type: none"> • Claim Construction Hearing – PLR 4-6
10	February 13, 2009	<ul style="list-style-type: none"> • Close of fact discovery
11	March 16, 2009	<ul style="list-style-type: none"> • Parties identify experts and exchange expert witness reports on issues on which each party bears the burden of proof
12	April 15, 2009	<ul style="list-style-type: none"> • Rebuttal expert reports
13	May 15, 2009	<ul style="list-style-type: none"> • Completion of expert discovery
14	July 17, 2009	<ul style="list-style-type: none"> • Deadline for hearings on dispositive motions
15	August 21, 2009	<ul style="list-style-type: none"> • Exchange of witness and exhibit lists and designations of deposition testimony for trial

September 4, 2009	<ul style="list-style-type: none"> • Objections to witnesses and exhibits and counterdesignations of deposition testimony
September 18, 2009	<ul style="list-style-type: none"> • Pretrial conference/ready for trial
October 19, 2009	<ul style="list-style-type: none"> • Trial

Respectfully submitted,

Dated: June 5, 2008

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